



PO Box 362230, San Juan PR 00936-2230

Customer Name:	_____
Account number:	_____
Agreement date:	_____
Credit limit:	\$ _____

Scotiabank Gold

(Unsecured; Prime Rate + 4%)

Scotiabank Gold integrates the use of the **Scotiabank Gold MasterCard** credit card from Scotiabank de Puerto Rico with a line of credit.

1. Definitions — The following words, when used in this agreement with an uppercase initial, shall have the meanings set forth below:

- a. "You" means the person applying for this agreement;
- b. "**Authorized Person**" means (i) your spouse or any other person that jointly and severally applies for this agreement with You, and (ii) any person whom You authorize to access your **Scotiabank Gold** account, as established further on in Section 5;
- c. "**We**" means Scotiabank de Puerto Rico;
- d. "**Line of Credit**" means the funds You and the Authorized Persons may access through the use of Checks and Cards;
- e. "**Check**" means the instruments that We shall provide so that You and the Authorized Persons may access your **Scotiabank Gold** account;
- f. "**Card**" means one or more **MasterCard** credit cards that We shall provide so that You and the Authorized Persons may access your **Scotiabank Gold** account;
- g. "**Scotiabank Gold**" means the product object of this agreement, which combines the Line of Credit and the Card.

2. Agreement — Your **Scotiabank Gold** account shall be subject to the terms, clauses and conditions set forth in this agreement and as amended from time to time. The fact that You and your spouse have applied for a **Scotiabank Gold** account shall constitute Your and your spouse's acceptance of this agreement. For an Authorized Person to use any **Scotiabank Gold** service shall constitute said Authorized Person's acceptance of this agreement.

3. Agreement Cancellation —

- a. **Cancellation by You:** You may cancel this agreement within the first 15 days after receipt of this agreement if You notify Us of the cancellation in writing, neither You nor any Authorized Person have used a **Scotiabank Gold** service, and You return to Us all Checks and Cards cut in half. Afterwards, You may cancel this agreement at any moment if:

- (i) You notify Us of the cancellation in writing, to the address included in paragraph 26(C) of this Agreement.
- (ii) Neither You nor any Authorized Person uses a **Scotiabank Gold** service again, and
- (iii) You return to Us all Checks and Cards cut in half.

You may continue paying the balance due Us, as per the terms of this agreement while there is an unpaid balance under this agreement.

- b. **Cancellation by Us:** We shall have the right to cancel this agreement at any moment if We notify You in writing. In that case neither You nor any Authorized Person may continue using **Scotiabank Gold** services, and You shall be bound to return to Us all Checks and Cards cut in half.

After the cancellation, You may continue paying the balance due Us, as per the terms of this agreement, unless the cancellation entails the immediate payment of the sum total of the balance due, as set forth further on in Section 24.

4. Use of **Scotiabank Gold** —

- a. You and the Authorized Persons may use **Scotiabank Gold** only for personal purposes, but not for business purposes.
- b. The Line of Credit shall be of a revolving nature; i.e., that the amounts You pay may be borrowed again, up to the credit limit We set forth as per Section 8.

- c. You and the Authorized Persons may use the Checks and Cards to access the Line of Credit and thus:
(i) acquire goods and services from those merchants who accept the Checks or the Card (whom You and the Authorized Persons authorize Us to pay the corresponding amount), and (ii) to receive cash advances from Us.

We shall not be able to certify Checks.

5. **Authorized Persons** — You may designate Authorized Persons with the right to use the services of your ScotiaLine Gold account. In that case, debts and other obligations incurred under this agreement by You and the Authorized Persons shall be joint and several, as set forth further on in Section 25.a.

6. **Obligation to Pay** — You and the Authorized Persons shall owe Us the amounts charged to your ScotiaLine Gold account for (i) purchases of goods or services, (ii) cash advances, (iii) Finance Charges, and (iv) other applicable fees, all in legal tender of the United States of America, and shall be responsible to pay Us said amounts when You receive the statement of account described in Section 14.

If You or an Authorized Person have problems with the quality of the goods or services purchased with the Card, and have unsuccessfully tried in good faith to correct the problem with the merchant, You may withhold payment of the amount due for said goods or services and of any Finance Charges levied on said amount.

7. **Collateral** — The Collateral provided and described in the Statement of Charges and Fees (if any) guarantees the faithful service on Your behalf and on behalf of the Authorized Persons of all debts and other obligations under this agreement. We may grant extensions, take and accept additional or substitute securities, assign and pledge the Collateral, accept transactions and settlements, grant releases and discharges, and deal in any other way that We deem advisable in relation to the Collateral, without prejudice to our rights against You or the Authorized Persons. We shall not be forced to foreclose the Collateral or otherwise exhaust our remedies regarding the same, before collecting on the debt and other obligations incurred on your behalf and on behalf of the Authorized Persons under this agreement. On the contrary, We may opt to use any remedy within our purview to collect on said debts and obtain compliance for said obligations, without prejudice to our later execution against the Collateral.

8. **Credit Limit** —

- a. The credit limit We have approved for your ScotiaLine Gold account is indicated in the upper part of the first page of this agreement. Your Credit limit may increase or decrease from time to time. We may inform you of any change to your credit limit in the statements that will be sent to you or through other means of communication. The total You owe Us shall not exceed the credit limit approved. We shall have the right (at our option) to do the following in case the credit limit is exceeded:
 - i. Cancel this agreement and demand from You and from the Authorized Persons the immediate payment of any amount owed Us in excess of the credit limit, or
 - ii. Not cancel this agreement but demand payment of the overlimit from You and from the Authorized Persons of any amount owed Us in excess of the credit limit, without granting either party the right to exceed said limit in the future; or
 - iii. Not cancel this agreement and not demand payment of the overlimit, without granting either party the right to exceed said limit in the future.

(Note: We will provide you with adequate notice prior to any reductions in credit limit.)

9. **Return of Cards and Checks** — Checks and Cards are our property, and We may, at any time, request their return in case You or Us decide to cancel this agreement, or in case We decide to exchange them for others. In those cases You are responsible to return to Us the Checks and Cards cut in half.

10. **Finance Charge** — Your ScotiaLine Gold account shall accrue a Finance Charge. We shall determine the Finance Charge by multiplying the "Average Daily Balance" due during the billing period that We set forth as per Section 14, for the Periodic Rate. The Statement of Charges and Fees indicates the initial Periodic Rate and its corresponding Annual Percentage Rate. The Periodic Rate and the corresponding Annual Percentage Rate may fluctuate as set forth in Section 12.

11. **Grace Period** —

- a. **Purchase of goods and services**. In the case of purchases of goods and services We shall levy a Finance Charge from the date We pay the vendor of the goods or service provider. There shall be no grace period during which You may settle the balance without incurring a Finance Charge.
- b. **Cash Advances**. In the case of cash advances We shall levy a Finance Charge from the date You or an Authorized Person receive the cash advance. There shall be no grace period during which You may settle the balance without incurring a Finance Charge.

12. **Variable Interest** — The interest rate We shall use to calculate the Periodic Rate and the corresponding Average Daily Balance may fluctuate the first day of each billing period, and shall be effective for that billing period. The applicable interest rate shall be equal to the prevailing "Prime Rate" on the first day of the billing period, plus the number of percentage points set as a margin in the Statement of Charges and Fees. "Prime Rate" shall be the base rate for commercial loans announced by no less than 75% of the 30 largest banks in the United States, as published in *The Wall Street Journal* newspaper under that name ("Prime Rate"). We shall inform You of the resulting Periodic Rate and the corresponding Annual Percentage Rate in your account statements. The Annual Percentage Rate may

change monthly. The maximum Annual Percentage Rate that will apply to your account is 19% and the minimum is 8%. There is no limit to the number of times that the rate may change.

13. Average Daily Balance — We shall calculate the Finance Charge using the method known as "Average Daily Balance," which We shall obtain by adding the balances due at the end of each day of the billing period, and dividing the product into the number of days within said period. We shall determine the balances due at the end of each day by adding: (i) the previous day's Final Balance, (ii) purchases of goods and services, and (iii) cash advances; and subtracting payments and other credits paid during the day. We shall add and subtract these items before computing the Finance Charge.

14. Account Statement — We shall divide the calendar year into 12 billing periods of approximately 30 days each. We shall mail You an account statement for each billing period in which You owe a balance. In each statement We shall indicate, among other things: (i) the Previous Balance, (ii) an itemization of payments and credits, debits, purchases of goods and services, and cash advances that took place during said period, (iii) the Finance Charge, (iv) the Periodic Rate, (v) the Annual Percentage Rate, (vi) the balance on which the Finance Charge was based, (vii) the New Balance, (viii) the Minimum Payment, (ix) the date in which the Minimum Payment is due, (x) the account closing date, (xi) the notice of billing errors and other required notices.

15. Minimum Payment — You may pay the New Balance completely or in monthly installments. If You pay in monthly installments, You shall be responsible to make the minimum payments each month as set forth in the Statement of Charges and Fees. You may pay the total New Balance at any time or any amount greater than the required minimum monthly payment.

16. Payment Allocation — We apply your payment first to the unpaid interest, then to the principal amount (i.e. cash advances, balance transfers, checks, and purchases made on your Account). If different annual percentage rates apply to different balances on your Account, any payment in excess of the required minimum payment will be allocated first to the balance with the highest annual percentage rate and any remaining portion to the other balances in descending order based on the applicable annual percentage rate.

17. Late Charge — If We do not receive at least the required total minimum payment within five days of the date We set in the monthly account statement, We may charge the ScotiaLine Gold account a late payment fee in the amount of \$25. Any subsequent violations that occur after the first offense, over the next 6 months, may be subject to a \$30 late payment fee. After the 6-month period has elapsed, the next late payment violation will be subject to a \$25 fee and another 6-month period will commence where late payment violations may be subject to a \$30 fee, and so on. We shall only levy the late charge once per each minimum payment not paid on time.

18. Returned Check Charge — For each Check You send Us, which is returned to Us without payment, We shall charge your ScotiaLine Gold account the returned check charge set forth in the Statement of Charges and Fees.

19. Annual Fees and Additional Cards —

- a. You shall be responsible to pay Us the annual fee set forth in the *Statement of Charges and Fees*. This fee shall give You the right to have Us issue a single Card, which shall be in your name.
- b. The Bank will notify you of the renewal annual fee you must pay, 30 days in advance or with your previous periodic statement before the renewal fee is charged to your account.
- c. You may request additional Cards for use by Authorized Persons, and in this case shall be responsible to pay Us the supplementary annual fee set forth in the *Statement of Charges and Fees* for each additional Card issued. You may cancel your account at any time by notifying Us in writing. You may also cancel your card if you do not agree with changes to be made to this Agreement. Refer to the Amendments Section of this Agreement.

20. Other charges — Any other charges you are required to pay as per the Statement of Charges and fees included herein will be itemized in your monthly statement.

21. Collection of Other Accounts — We may collect from any other account that You or an Authorized Person may have with Us any overdue and unpaid debt owed under this agreement.

22. Lost or Stolen Cards — You are obliged to notify Us immediately in case a Card is lost, stolen or used without your permission, by calling the telephone number appearing in your account statement, and completing and sending whichever forms and reports We may request from You.

You may be liable for the unauthorized use of any Card. You shall not be liable for unauthorized use that occurs after notifying Us, verbally or in writing, of the loss, theft or possible unauthorized use of a Card. Your liability in any case shall not exceed \$50.00.

23. Checks —

- a. We may refuse to pay a Check after six months from its issue date. Payment by Us of one or more Checks after said period has elapsed shall not oblige Us to pay other Checks presented outside the term.
- b. You may stop payment of a Check. We shall not be liable if We pay a Check in any of the following cases:

- i. if We receive the stop pay order after the Check has been charged to your account;

Agreement ScotiaLine Gold-Unsecured
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- ii. if You do not notify Us of the stop pay order in writing, in the form that We furnish You for this purpose;
- iii. if the stop pay order is not signed by the person that signed the Check;
- iv. if the person receiving the payment in fact has a right to receive it, or would have had the right to recover from You if We had not paid the Check;
- v. if You do not exercise any right You might have to recover the funds, be it against the person receiving the payment or against any other person;
- vi. if You are otherwise constrained from placing the stop pay order or from placing a claim against Us previously in writing, using the form that We provide to You for that purpose.

- d. For each stop pay order We may impose the charge set forth in the *Statement of Charges and Fees*, and charge it to your ScotiaLine Gold account.
- e. If We reimburse You for the amount of a Check that was paid inappropriately, We shall acquire all of your rights to collect from the person receiving the payment, and from any other liable person.

24. Immediate Payment of the Totality of the Balance Owed — We may demand the immediate payment of any amount that You and the Authorized Persons owe Us under this agreement, if You or any Authorized Persons do not comply with the terms set forth in this agreement.

25. Amendments to this Agreement —

- a. We may amend the terms and conditions of this agreement in writing no less than 45 days prior the date the amendment takes place and the amendment shall be set forth from such date on. We shall also notify You of any changes to the Finance Charge, Periodic Rate, Annual Percentage Rate and other applicable charges.
- b. If You disagree with the amendments or changes notified You shall do the following within the next billing cycle:

- (i) You notify Us of the cancellation in writing, prior to the date the changes become effective to the address provided in paragraph 26 (C), and
- (ii) You return to Us all Checks and Cards cut in half.

You may continue paying the balance due to Us, as per the terms of this agreement while there is an unpaid balance but neither You or any Authorized Persons shall continue using the ScotiaLine Gold.

- c. It will be understood that you have agreed and accepted the notified amendment or charge if You or any Authorized Person use or benefit from any of the services available through the use of the ScotiaLine during the following billing cycle.

26. Billing Rights (Error Resolution)

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Scotiabank of Puerto Rico
PO Box 362230
San Juan, Puerto PR 00936-2230

You may also contact us on the Web: www.scotiabankpr.com

In your letter, give us the following information:

- *Account Information:* Your name and account number.
- *Dollar amount:* The dollar amount of the suspected error.
- *Description of Problem:* If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors *in writing* [or electronically]. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

1. We cannot try to collect the amount in question, or report you as delinquent on that amount.

2. The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
3. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
4. We can apply any unpaid amount against your credit limit.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* at:

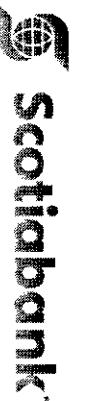
Scotiabank of Puerto Rico
PO Box 362230
San Juan, Puerto PR 00936-2230

You may also contact us on the Web: www.scotiabankpr.com

While we investigate, the same rules apply to the disputed amount as discussed above you owe an amount and you do not pay we may report you as delinquent.

27. Miscellaneous Provisions —

- a. **Joint and Several Obligations.** You and the Authorized Persons are jointly and severally liable for the debts and other obligations incurred under this agreement. This means that You and each one of the Authorized Persons shall be liable for all debts and other obligations regardless of whom incurs them.
- b. **Credit References.** You and each Authorized Person authorize Us to investigate your credit references. We reserve the right to issue or not to issue Checks and Cards, to renew or not to renew Cards, and to continue or to cancel this agreement, pursuant to our best credit policy.
- c. **Notifications.** We shall mail You all communications to the most recent address You have provided Us and which is recorded in our files. You must notify Us in writing of any change in your mailing address. You must send any correspondence addressed to Us to the address: Scotiabank of Puerto Rico, PO Box 362230, San Juan, Puerto PR 00936-2230. You may also contact us on the Web: www.scotiabankpr.com
- d. **Non-Waiver of Rights.** Our failure to exercise any right under this agreement or under applicable law shall not constitute a waiver of said right.
- e. **Null Clauses.** The fact that any clause in this agreement, or a part of it, may have been declared null by a court or government agency, or should be left without effect by a legal or regulatory decree, shall not affect the remaining provisions in this contract, which shall remain in force.
- f. **Totality of the Agreement.** This agreement and the *Statement of Charges and Fees* include the totality of the agreements between You and Us regarding your *Scotiabank Gold* account.
- g. **Applicable Law.** This agreement shall be interpreted in accordance with the laws of the Commonwealth of Puerto Rico and of the United States of America.



PO Box 362230, San Juan PR 00936-2230

ScotiaLine Gold

(Unsecured)

STATEMENT OF CHARGES AND FEES

Margin above the "Prime Rate"	4% percentage points
Initial Periodic Rate	
Initial Annual Percentage Rate	
Minimum Monthly Payment	2% of the New Balance or \$50.00, whichever is higher.
Returned Check Charge	Up to \$15.00 per check
Late Charge	Up to \$30.00 per installment
Annual Fee:	\$75.00
First Card	\$0.00
Each Additional Card	\$0.00
Charge for Stop Pay Order	\$15.00 per check
Charge for Overlimit Use	\$0.00

I accept the Terms and Conditions of this Agreement.

Signature _____ Date _____

Co-borrower's Signature _____ Date _____

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ScotiaLine Gold



Interest Rates and Charges

Type of Credit Line	ScotiaLine Gold Secured	ScotiaLine Gold Unsecured
Annual Percentage Rate (APR) for Purchases, Cash Advances and Balance Transfers	Prime Rate + 1.75%	Prime Rate + 4.00%
Information Related to Your Annual Percentage Rate (APR)		
The Annual Percentage Rate (APR) is based on the value of an index. This index is the base rate for commercial loans announced by no less than 75% of the 30 largest banks in the United States, as published in the Wall Street Journal Newspaper under the name "Prime Rate". To this "Prime Rate" we will add a margin of 1.75%, with a minimum APR of 6.00% and a maximum of 17.00% for a Secured ScotiaLine Gold; and a 4.00% margin, with a minimum APR of 8.00% and a maximum APR of 19.00% for the Unsecured ScotiaLine Gold.		
Financed Charges		
Your due date is at least 25 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers in the transaction date until it is repaid in full. Balance transfers and convenience checks are handled as cash advances.		
Minimum Payment	<ul style="list-style-type: none"> • During the first 10 years: <ul style="list-style-type: none"> ◦ The Financed Charge or \$50.00, whichever is greater ◦ Once 10 years have passed: <ul style="list-style-type: none"> ◦ For new balances up to \$50,000: 3% of the new balance or \$50.00, whichever is greater ◦ For new balances over \$50,000: 2% of the new or \$50.00, whichever is greater 	<ul style="list-style-type: none"> 2% of the balance, \$50.00 minimum
For Credit Card Tips from the Federal Reserve Board		
To learn more about factors to consider when applying for our using a credit card, visit the website of the Federal Reserve Board at: http://www.federalreserve.gov/creditcard		
Fees		
Annual Fee	\$75	\$75
◦ For any additional Card	\$0	\$0
Cash Advances and Balance Transfer Fees		Not Applicable
Foreign Transaction (Currency Exchange)	A fee of 1% of the transaction in USD will apply to each transaction made in a foreign currency, and is additional to any other applicable fee.	
Returned Check		Up to \$15
Late Payment		Up to \$30
Stop Payment		\$15
Other Applicable Charges		For Dwelling-Secured ScotiaLine Gold you may be responsible of obtaining and paying for additional charges to comply with regulatory or government requirements. Examples of these charges may be: Property Insurance, Flood Insurance, Property Taxes, among others. Fees charged to your account of that you may be required to pay will depend on your credit line amount and the property given as collateral.

How We Will Calculate Your Balance: We use a method called "average daily balance (including new purchases and new transactions). See your ScotiaLine Gold Agreement for more details.

Billing Rights: Information on your rights to dispute transactions and how to exercise those Rights is provided in your ScotiaLine Gold Agreement.

For more information you may contact a TeleScotia Representative at 787-281-1978 or 1-877-766-4999. You may also contact us at PO Box 362230, San Juan Puerto Rico 00936-2230.

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